

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

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RUBEN CORONA, et al.,

Case No. 2:19-cv-00340-GMN-BNW

### **Plaintiffs,**

V

LOUISE B. MARENICK, et al..

### Defendants.

## ORDER

Presently before the court is defendants Bayview Loan Servicing, LLC, Robert Hodapp, Zieve, Brodnax & Steele, and Shadd A. Wade's Motion to Strike Second Amended Complaint (ECF No. 19), filed on April 11, 2019. Defendant Phoenix Asset Management filed a joinder (ECF No. 26) on April 25, 2019. Defendants Blank Rome LLP and Louise B. Marencik filed a joinder (ECF No. 29) on May 3, 2019. Defendant Bank of America, N.A. filed a joinder (ECF No. 32) on May 8, 2019. Plaintiffs did not oppose the motion.

Also before the court is Bayview Loan Servicing, LLC, Robert Hodapp, Zieve, Brodnax & Steele, and Shadd A. Wade's Motion to Strike Third Amended Complaint (ECF No. 37), filed on May 21, 2019. Defendant Bank of America filed a joinder (ECF No. 38) on May 21, 2019. Defendants Blank Rome, LLP and Marenck filed a joinder (ECF No. 39) on June 3, 2019. Plaintiffs did not oppose the motion.

Defendants move to strike the Coronas' second and third amended complaints, arguing the pleadings were filed without defendants' consent or the court's approval in contravention of Rule 15(a)(1) of the Federal Rules of Civil Procedure. The Coronas did not oppose the motions, which constitutes a consent to the granting of the motions under Local Rule 7-2(d). The court therefore will grant the motions as unopposed and will strike the second and third amended complaints from the docket, making the first amended complaint (ECF No. 8) the operative complaint in this case.

1 The court notes that the Coronas' third amended complaint contains various requests. To  
2 the extent the Coronas request relief from the court, they are advised that all future filings must be  
3 styled as a motion, stipulation, or notice under Local Rule IA 7-1.<sup>1</sup> The Coronas further are  
4 advised that although the court will liberally construe their filings given that they are not  
5 represented by an attorney, they nevertheless are required to follow the same rules of procedure  
6 that govern other litigants. *See Ghazali v. Moran*, 46 F.3d 52, 54 (9th Cir. 1995).

7 IT IS THEREFORE ORDERED that defendants Bayview Loan Servicing, LLC, Robert  
8 Hodapp, Zieve, Brodnax & Steele, and Shadd A. Wade's Motion to Strike Second Amended  
9 Complaint (ECF No. 19) is GRANTED.

IT IS FURTHER ORDERED that defendants' Motion to Strike Third Amended Complaint (ECF No. 37) is GRANTED.

IT IS FURTHER ORDERED that the clerk of court must STRIKE the second amended complaint (ECF No. 15) and third amended complaint (ECF No. 33) from the docket.

15 DATED: June 17, 2019

Brenda Weksler

<sup>26</sup>       <sup>1</sup> Local Rule IA 7-1 requires that “[a]ll communications with the court must be styled as a motion,  
<sup>27</sup> stipulation, or notice, and must be filed in the court’s docket and served on all other attorneys and pro se  
<sup>28</sup> parties. The court may strike any case-related correspondence filed in the court’s docket that is not styled  
as a motion, stipulation, or notice.”